

**SUSE S.A.**  
Société Anonyme  
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**RULES OF PROCEDURE OF THE MANAGEMENT BOARD OF  
SUSE S.A.**

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## SECTION 1 GENERAL PROVISIONS

- 1.1 The management board of SUSE S.A. (the “**Company**”, and the Company together with its direct and indirect subsidiaries the “**Group**”, and any member of the Group a “**Group Company**”) is vested with the broadest powers to perform or cause to be performed all acts of administration and disposition in compliance with the corporate objects of the Company with the exception of the actions reserved by law or by the articles of association of the Company (the “**Articles**”) to the general meeting of shareholders of the Company (the “**General Meeting**”) or the supervisory board of the Company (the “**Supervisory Board**”).
- 1.2 The management board of the Company (the “**Management Board**”) shall manage the affairs of the Company and exercise the supervision and control over the Company’s operations and the operations of the other Group Companies and shall ensure compliance with the statutory provisions and the corporate policy. The Management Board shall run the Company’s business with the standard of care of a prudent and diligent manager in accordance with the laws, the Articles and these rules of procedure. It shall work together with the other corporate bodies of the Company on the basis of collegial cooperation marked by mutual trust for the benefit of the Company.
- 1.3 In such capacity, the Management Board has approved the following rules of procedure of the Management Board (the “**Rules of Procedure**”) in resolutions taken on 4 May 2021, completing and supplementing the rules which are already reflected in the Articles and provided by law. Capitalized terms used but not defined in these Rules of Procedure shall have the meaning set forth in the Articles.
- 1.4 The Rules of Procedure define the organization, the decision-making process and the working methods of the Management Board and apply directly to the members of the Management Board (the “**Members**” or each a “**Member**”).
- 1.5 In case of any discrepancies between the provisions of these Rules of Procedures and the provisions of the Articles, the provisions of the Articles shall prevail. In case of a conflict between any committee’s rules of procedure and the Articles, the Articles shall prevail. In case of conflict between these Rules of Procedure and the rules of procedure of the Supervisory Board, the rules of procedures of the Supervisory Board shall prevail. In case of conflict between these Rules of Procedure and any committee’s rules of procedure, these Rules of Procedure shall prevail subject to mandatory legal provisions or requirements or any applicable stock exchange rules or regulations.

## SECTION 2 APPOINTMENTS AND COMPOSITION OF THE MANAGEMENT BOARD

The composition of the Management Board shall be determined in accordance with the Articles and applicable law, in particular the law of 10 August 1915 on commercial companies, as amended (the “**Law**”) and the present Rules of Procedure.

### 2.1 Appointment of the Members

- 2.1.1 Members are elected by the Supervisory Board, which shall determine the number of Members, their remuneration (including any variable remuneration under any form, and also including, for the avoidance of doubt, the terms of any

incentive plan, including any stock option plans, and related option agreements or any similar agreements) and term of office (including, without limitation, any notice period regarding their resignation) and any other terms of their mandate which may be set out in a management agreement. Members cannot be appointed for a term of office of more than six (6) years but are eligible for re-appointment at the expiry of their term of office. Notwithstanding the foregoing, the first appointment of the members of the Management Board shall be decided by the General Meeting which shall also determine the number of members and the duration of their mandate.

2.1.2 Subject to the Articles, any Member may be removed at any time without cause and prior notice by the Supervisory Board at a simple majority vote of the shares present or represented.

2.1.3 The Management Board shall be composed of at least of two Members. For so long as the Company has only a sole Shareholder or has a share capital of less than five hundred thousand Euro (EUR 500,000.00), the Company may be managed by a sole director.

2.1.4 In the event of a vacancy in the office of a Member because of death, legal incapacity, bankruptcy, retirement, dismissal or otherwise, such vacancy shall be filled on a temporary basis by a person designated by the remaining Members. The vacancy shall be filled in accordance with article 15.7 of the Articles, until the next meeting of the Supervisory Board, which shall resolve on a permanent appointment.

## 2.2 Daily managers

The Management Board may appoint one or more persons (*délégué à la gestion journalière*), who may be a shareholder or not, or who may be a Member or not, to the exclusion of any member of the Supervisory Board, who shall have full authority to act on behalf of the Company in all matters pertaining to the daily management and affairs of the Company (the “**Daily Manager(s)**”).

## 2.3 Chairman, vice-chairman and secretary

2.3.1 The Management Board may elect from among its members a chairman of the Board (the “**Chairman**”). The Management Board may also choose from among its Members one or more vice-chairmen and it may choose a secretary, who does not need to be a shareholder or a Member and who shall be responsible to keep the minutes of the Management Board as well as to carry out such administrative and other duties as directed from time to time by the Management Board.

2.3.2 The Chairman or in his/her absence the vice-chairman, if any, shall chair all meetings of the Management Board. In their absence, the Management Board may appoint another Member as chairman *pro tempore* by vote of the majority of Members present or represented at any such meeting.

- 2.3.3 In case of a parity of votes, the Chairman, or in his/her absence the vice-chairman or the chairman *pro tempore*, as the case may be, shall have a casting vote.
- 2.3.4 The Chairman shall be in charge of the convening, organization and proper conduct of the meetings of the Management Board. The Management Board shall meet upon call by the Chairman as often as the business and interests of the Company so requires or by any Member at the location indicated in the notice of the meeting, which in principle shall be in the Grand Duchy of Luxembourg (“**Luxembourg**”).

### **SECTION 3 MEETINGS OF THE BOARD**

- 3.1 The meetings shall be convened by the Chairman or any Member. Written notice of any Management Board’s meeting shall be given to all Members at least five (5) days’ notice in advance, except in the case of an emergency, in which case the nature of such circumstances shall be set out in the notice. No notice is required if all Members are present or represented and each of them states that they have been duly informed and have had full knowledge of the agenda for the meeting. A Member may also waive notice of a meeting, either before or after the meeting, by giving his/her consent in writing. Separate written notices are not required for meetings which are held at times and places determined in a schedule previously adopted by a resolution of the Management Board; provided that all Members that were not present or represented at such meeting must be informed reasonably in advance of any such scheduled meeting.
- 3.2 The Management Board may fix the time or times and the place or places of the meetings of the Management Board. The meetings shall take place at least one (1) time per quarter of the financial year and whenever required, at the place indicated in the convening notice, which in principle shall be in Luxembourg, unless the meetings need to be held abroad for exceptional reasons. At least more than half of the meetings of the Management Board (with at least the majority of the members of the Management Board physically being present or represented in Luxembourg) shall be held physically in Luxembourg; the same shall apply if a strategic and operational decision (including a decision on a reserved matter as shareholder of the subsidiaries of the Group) needs to be taken, unless pressing or exceptional circumstances which shall be documented in the respective resolution require otherwise.
- 3.3 Written notice of a meeting of the Management Board shall state the date, time, venue and agenda of the meeting, and the same shall be sent to each Member. For the purpose of convening a meeting, e-mail and telefax shall constitute a valid form of written notice.
- 3.4 A Management Board’s meeting shall not require to be convened formally as long as all the Members consent to the holding of such meeting and accept the proposed agenda of the meeting.
- 3.5 The agenda of meetings shall be set by the person who convened the meeting. The agenda may be supplemented or limited in the course of the meeting, provided that the consent of all Members is obtained.

- 3.6 The Management Board may invite observer(s) (the “**Observer(s)**”) to attend to the meeting of the Management Board. The Observer(s) shall not have any voting rights. The Management Board shall provide to such Observer(s) the same notice of such meeting and copies of the same materials distributed to the Members. The Management Board shall not in any way be bound to follow any opinion or advice given by the Observer(s).
- 3.7 In addition to the Observer(s), the Management Board may invite other persons to participate in meetings for their particular expertise in specific areas in order to assist the Management Board in its decision-making process, but they do not have any voting right.
- 3.8 During meetings of the Management Board, the Company may also ensure the availability of an appropriate legal counsel, who shall advise on legal matters and assist in technical aspects of the meeting of the Management Board, in particular in connection with drafting the minutes, delivering notifications, invitations, documents and other materials related to the Management Board’s operations.
- 3.9 The Chairman of the Management Board shall:
- 3.9.1 prepare the agenda for each meeting;
  - 3.9.2 preside over the meetings of the Management Board;
  - 3.9.3 manage the operations of the Management Board;
  - 3.9.4 present initiatives and motions at the meeting of the Management Board;
  - 3.9.5 determine the role of the employees charged with assisting the Management Board and supervise the discharge of the obligations by them;
  - 3.9.6 take actions resulting from the Rules of Procedure; and
  - 3.9.7 carry out such administrative and other duties as directed from time to time by the Management Board.
- 3.10 A Member may grant to another Member a power of attorney in order to be represented at any Management Board’s meeting. A Member may represent one or more but not all of the Members. For the avoidance of doubt, notwithstanding the foregoing, in the event the Management Board is only composed of two (2) Members, the Member which cannot be present at such meeting shall be able to grant a proxy to the other Member in order to be represented.
- 3.11 Any Member may participate in any meeting of the Management Board by means of a communication device (including a telephone or videoconference) which allows all those taking part in the meeting to identify, hear and speak to each other. Participation by such means is deemed equivalent to participation in person at a duly convened and held meeting. Members who participate in the proceedings of a meeting of the Management Board by means of such communication device shall ratify their votes so cast by signing a copy of the minutes of the meeting or sending an e-mail confirming his/her vote as the case maybe.

- 3.12 The Management Board may only validly deliberate and act if at least half of its Members is physically present or represented. If the foregoing quorum is not present in the meeting, a second meeting may be convened at which there shall be no quorum requirement. For the avoidance of doubt, in the event the Management Board is only composed of two (2) Members, if only one (1) Member is present, such Member may validly take decisions alone.

#### **SECTION 4 MAJORITY REQUIREMENTS**

- 4.1 Resolutions of the Management Board shall be validly adopted by a majority of the votes of the Members present or represented. If a Member abstains from voting or does not participate to a vote in respect of a proposed resolution, this abstention or non-participation is not taken into account.
- 4.2 Each Member shall have one vote. For the avoidance of doubt, the Chairman and in his/her absence the vice-chairman, if any or in their absence the chairman *pro tempore* shall have a casting vote.
- 4.3 Resolutions may not be passed on items, which are not included on the agenda of a meeting of the Management Board, unless all members of the Management Board are in attendance and no objection is voiced against the adoption of such a resolution.
- 4.4 Voting shall be conducted on a show of hands.
- 4.5 The Chairman may order a secret ballot, on his/her own initiative or at the request of another Member.
- 4.6 The Chairman is responsible for announcing the voting results.
- 4.7 Members may participate in the adoption of resolutions through the intermediation of another Member by recording their vote in writing.
- 4.8 The Management Board may pass resolutions by circular means when expressing its approval in writing, by telefax, e-mail or any other similar means of communication, provided that each of the Members participates in such resolution by circular means. The Members may express their consent separately on one or several documents. The date of such resolutions shall be the date of the last signature and they are deemed to be taken at the location of the registered office of the Company.
- 4.9 Draft resolutions shall be sent by the Chairman, the vice-chairman or the secretary or by the person authorized by the Chairman on his/her behalf to all Members.
- 4.10 Voting in writing or using the means of direct remote communications shall be deemed completed when all the Members have cast their votes. The Chairman or the secretary shall record the results of the written voting.

#### **SECTION 5 RESERVED MATTERS**

- 5.1 The Management Board shall require the prior consent of the Supervisory Board for the following transactions and measures (the “**Reserved Matters**”), it being understood that where this section 5.1 refers to any measures or transactions “in the individual case”, this shall also comprise any series of related measures or transactions:

- 5.1.1 Annual budget and annual business planning of the Group;  
as well as the following transactions and measures, insofar as they are not already covered by the annual budget or annual business planning in accordance with the preceding section 5.1.1:
- 5.1.2 Material changes to the Group's business concept and strategy;
- 5.1.3 Any assignment, grant of security, encumbrance, transfer or other disposal (either by asset or share deal), however save for any measures which have already been approved in connection with or under section 5.1.9 or otherwise, of, in or over any Group Company's right, title interest (or part thereof), shares or assets to a party other than a Group Company which is (directly or indirectly) fully owned by the Company (a "**100% Subsidiary**"), insofar as such measures exceed a value of three million Euro (EUR 3,000,000.00);
- 5.1.4 Any transactions or measures which involve expenditures in excess of five million Euro (EUR 5,000,000.00) over one-year period or eight million Euro (EUR 8,000,000.00) in the aggregate;
- 5.1.5 Any merger or demerger involving any Group Company on the one hand and any party other than a 100% Subsidiary on the other hand;
- 5.1.6 The conclusion, amendment or termination of any profit and loss transfer agreement (and/or domination and profit and loss transfer agreement) or any other comparable enterprise agreement involving any Group Company on the one hand and any party other than a 100% Subsidiary on the other hand;
- 5.1.7 The acquisition of any shares or other interest or the participation (including any formation of, or participation in, a joint venture with an equity contribution) in the capital of any undertaking other than a 100% Subsidiary insofar as any of such measures exceed an aggregate value of five million Euro (EUR 5,000,000.00) in the individual case;
- 5.1.8 The issuing of shares in any Group Company to any party other than a 100% Subsidiary or making any additional contributions to the capital, increasing, reducing or otherwise altering the share capital of any of the Group Companies other than a 100% Subsidiary;
- 5.1.9 The alteration, amendment or supplement of any financing agreements existing or the incurrance of indebtedness or any other financial measures outside any existing financing facilities by any Group Company exceeding twenty five million Euro (EUR 25,000,000.00) in the individual case;
- 5.1.10 The grant of sureties, guarantees or the assumption of similar liabilities as well as the grant of loans to a party other than a 100% Subsidiary, insofar as these measures exceed three million Euro (EUR 3,000,000.00) in the individual case;
- 5.1.11 Any transactions or measures which have a material impact on the tax structure of the Group;

- 5.1.12 Any measures according to which confidential or sensitive information relating to the Company or any other Group Company may or shall be shared (including, but not limited to, providing due diligence access to a (virtual) data room, entering into a non-disclosure agreement or otherwise supplying information orally, in writing or electronically) by the Company or any other member of the Group with any third party, including particularly any potential acquirer, investor or other prospective buyer as well as any of their advisors, in connection with a potential takeover of the Group or in a similar situation;
- 5.1.13 The determination and any change of the remuneration of any member of the senior management of the Group, insofar as such measure exceeds the value of two hundred fifty thousand Euro (EUR 250,000.00) in the aggregate; and
- 5.1.14 The implementation of any new, or any material amendment to or discontinuation of any existing, Group-wide variable remuneration scheme for any Group's directors, managers and/or employees (including executive leadership team members), strategic partners or other parties, including persons in accordance with article 7.7 of the Articles.
- 5.2 The Supervisory Board shall promptly communicate to the Management Board any variation, amendment or restatement of the Reserved Matters.
- 5.3 The consent must be obtained by the Management Board from the Supervisory Board in writing prior to the execution of the respective Reserved Matters. However, in exceptional cases where the Management Board is required to act immediately in order to prevent a significant harm to the Company or to secure a significant financial opportunity for the Company or to comply with legal or regulatory requirements, the Management Board may execute such respective Reserved Matters (i) after having obtained the prior approval of the chairman of the Supervisory Board or (ii) in case he/she is not available without any prior written consent; provided however that in each case of lit. (i) and (ii) the Management Board must obtain the written consent of the Supervisory Board as soon as possible after the execution of such Reserved Matters.
- 5.4 The Supervisory Board may also release the Management Board in advance from obtaining its prior written consent for certain individual or general Reserved Matters. This release does not require a formal meeting of the Supervisory Board but may be obtained in writing (including by e-mail) from every individual member of the Supervisory Board.
- 5.5 The Management Board shall procure that, with respect to the Group Companies (other than the Company, "**Subsidiaries**"), the consent of the Supervisory Board is required and obtained via the Management Board and the management of its respective subsidiaries for all Reserved Matters applicable to such Subsidiaries.
- 5.6 Where the consent of the Supervisory Board is required for any Reserved Matter concerning or relating to a Subsidiary, such consent may be obtained (i) by a majority of the votes of the Supervisory Board present or represented at a meeting of the Supervisory Board or (ii) by a majority of the votes of the Members expressed in writing, or by telefax, e-mail or any other similar means of communication.



- 5.7 Any change to this section 5 (including in particular any change to the Reserved Matters listed above) shall be subject to the prior decision of the Supervisory Board.

## **SECTION 6 MINUTES OF THE MEETING**

- 6.1 The meetings of the Management Board will be recorded in the form of minutes to be kept along with other documents related to the Management Board's meetings at the registered office of the Company.
- 6.2 The minutes shall include at least:
- 6.2.1 Date, time and venue of the meeting;
  - 6.2.2 list of attendance;
  - 6.2.3 agenda;
  - 6.2.4 summary of issues addressed at the meeting and declarations filed on the record;
  - 6.2.5 statement confirming that the meeting was validly convened and is capable of adopting resolutions;
  - 6.2.6 statements recording the adoption of a resolution or the making of a decision and the full text of such resolution or decision, if it is not attached to the minutes, or a statement on a failure to make a decision with respect to the resolution;
  - 6.2.7 results of voting;
  - 6.2.8 dissenting opinions of any Member; and
  - 6.2.9 the absence of conflict of interests.

Any failure to comply with the provisions set forth in this section 6.2 shall not affect the validity of any resolutions passed in the respective meeting.

- 6.3 Each Member present or represented at a meeting is entitled to file an objection to be recorded on the minutes, particularly if the Member is of the view that the Management Board's decisions are contrary to the Company's interests. For the avoidance of doubt, a Member or the representative or such Member who files an objection shall also sign the minutes.
- 6.4 The minutes of the Management Board must be signed (i) by all the Members present in person or represented at the meeting, or (ii) by any Member, or (iii) by the Chairman or the chairman *pro tempore* and the secretary if appointed by the Management Board or (iv) by anyone to whom such powers have been delegated by the Management Board. Extracts shall be certified by the Chairman or any Member or by any person nominated during a meeting of the Management Board.

## **SECTION 7 COMMITTEES**

- 7.1 The Management Board may (but shall not be obliged to unless required by law) create from time to time one or several committees, which shall exercise such powers to

the extent conferred or authorised by the resolution appointing them and/or shall act as consultation and advisory collective bodies of the Management Board.

- 7.2 For each committee, the Management board may adopt rules of procedures or other governing document setting forth powers and attributions of such committees. For the avoidance of doubt, any obligation of the Management to consult a committee does not limit the powers of the Management Board to take relevant decisions at its discretion. The role of the committees shall be as consultant only.
- 7.3 The Management Board may by way of a resolution grant to a committee a power to prepare detailed analyses on any matters indicated by the Management Board.
- 7.4 If the mandate of a Member who is also a member of a committee expires, the Management Board shall appoint a new member of such committee.
- 7.5 Notwithstanding provision 7.4 above, a member of a committee may be dismissed from the committee at any time pursuant to the relevant resolution of the Management Board.
- 7.6 Committees shall hold their meetings on the dates determined in accordance with their rules of procedures, if any. However, the committee may also perform its duties without holding formal meetings, in particular using means of direct remote communication or taking decisions in writing.
- 7.7 The performance of the activities referred to hereunder by the committees shall not substitute the statutory rights and duties of the Management Board. It shall not release the Members from their duties vis-a-vis the Company.

## **SECTION 8 INFORMATION TO MANAGEMENT BOARD**

- 8.1 A Member shall have the broadest powers to obtain information regarding any aspect of the Company, to examine the books, records, documents and other background information on corporate operations, and to inspect all of its premises and facilities. The right to receive information also applies in respect of subsidiary companies, whether domestic or foreign and is subject to applicable privacy laws.
- 8.2 Members will use the information they receive only for the purpose of exercising their duties and must preserve the confidentiality of such information in accordance with the law.
- 8.3 In order to be assisted in the performance of their duties, the Members may address a request to the Management Board for the hiring of legal, accounting, financial or technological advisers, recruiting specialists or other experts, whose services shall be paid for by the Company. The assignment must deal with specific issues of special significance or complexity arising during the performance of their duties. The hiring decision lies with the Management Board, which may dismiss the request.

## **SECTION 9 INFORMATION TO THE SUPERVISORY BOARD**

- 9.1 The Supervisory Board may require the Management Board to provide information of any kind, which it needs to exercise its supervision.

- 9.2 At the request of the Supervisory Board, the Management Board shall give any information that is necessary for the Supervisory Board's supervision of the management. In addition, the Supervisory Board can proceed to or require any verification in relation to its function.
- 9.3 The Management Board shall at least every three (3) months, submit a written report to the Supervisory Board, in which it describes the status of the Company's business activities and the provisional development. In addition, the Management Board shall without undue delay inform the Supervisory Board of any events that might have a noticeable influence on the Company's situation.

## **SECTION 10 CONFLICTS OF INTEREST**

- 10.1 Any Member who, directly or indirectly, has an interest of a patrimonial nature in a decision or operation/transaction carried out by the Management Board other than in the ordinary course of business which conflicts with the interests of the Company (an **"Opposed Interest"**) must advise the Management Board accordingly and have the statement recorded in the minutes of the meeting. The Member concerned may not take part in the deliberations concerning that transaction and must refrain from voting on a resolution on the issue, which may give rise to conflict of interest in its case. A special report on the relevant transaction shall be submitted to the shareholders at the next general meeting of shareholders, before any vote on any other resolution.
- 10.2 In the case of an Opposed Interest the approval of the Supervisory Board is also required.
- 10.3 When, due to an Opposed Interest, the number of Members required by the Articles for the deliberation and vote on a certain item is not reached, the decisions are made by the majority of the remaining Members present or represented who are not conflicted (it being understood that, in the event a sole Member is not conflicted, such Member may validly take a decision alone).

The Daily Manager(s), as the case may be, are bound by the provisions on Opposed Interest, which are applicable by analogy. When there is only one Daily Manager if the Daily Manager is confronted with an Opposed Interest, the decision must be taken by the Management Board.

## **SECTION 11 BINDING SIGNATURES**

- 11.1 The Company shall be bound towards third parties in all circumstances (i) by the joint signature of any two (2) Members or (ii) by the joint or single signature(s) of any person(s) to whom such powers may have been delegated by the Management Board.
- 11.2 Within the limits of the daily management, the Company shall be bound towards third parties by the sole signature of the Daily Manager(s).
- 11.3 Any litigation involving the Company, either as plaintiff or as defendant, will be handled in the name of the Company by the Management Board, represented by its Chairman or by the Member delegated for this purpose.

## **SECTION 12 CONFIDENTIALITY- ETHICS**

- 12.1 During their mandate or function and even after cessation of their mandate and function, any Member as well as any person who is invited to attend a meeting of the Management Board, shall not disclose information of the Company, the disclosure of which may have adverse consequences for the Company, unless such divulgation is required (i) by a legal or regulatory provision applicable to public limited liability companies (*société anonyme*) or (ii) for the public benefit.
- 12.2 Any Member shall devote the time and the effort necessary to carrying out their duties and responsibilities. The Members accept the discipline involved in working together in the respect of each other's opinions and they exercise their sense of responsibilities towards the shareholders and the other stakeholders of the Group.
- 12.3 Any Member shall act at all times in the corporate interest of the Company and serve all the shareholders by ensuring the long-term success of the Company.
- 12.4 Any Member shall actively and regularly participate in meetings of the Management Board and of the committees.
- 12.5 Any Member is bound by a duty of vigilance with respect to the keeping, use and, as the case may be, the return of the systems, documents and information placed at disposal.
- 12.6 If Members have any questions related to ethical conduct, they may consult the compliance officer of the Group or any other relevant person.

## **SECTION 13 FINAL PROVISIONS**

- 13.1 These Rules of Procedure shall come into force upon the date of their approval by the Management Board.
- 13.2 The costs of the operation of the Management Board shall be borne by the Company.
- 13.3 Any matters not regulated hereunder shall be governed by the applicable provisions of the Law.